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R E M A R K S

Claims 1-4, 6-9, 12, 13, and 17-19 were rejected under 35 USC 102 as being anticipated by Gibilisco et al, US Patent 6,104,786. Applicant respectfully traverses.

Regarding claim 1, the Examiner asserts that Gibilisco et al disclose a method for handling telephone calls that involves establishing a connection to a called number, citing the abstract, and col. 2, lines 21-34 (which is the "Summary of the Invention"). This assertion apparently relates to the claim 1 clause that states:

in response to a request from a calling party, establishing a connection to a called number.

The abstract states:

A method for completing a telephone call originating from a calling party and received by a called party. A menu of options is provided to the calling party during the telephone call. The menu options are announced to the calling party and a response is inputted corresponding to the desired option from the various menus. A comparison is made between the inputted option and a set of valid responses and the responses are processed.

It is noted that the first sentence of the abstract mentions the called party but does not state that a call is established to the called party; only that it "received by the called party." Whereas in some circumstances that difference might be without distinction, in the instant case the distinction is significant because (a) the remainder of the abstract focuses on the options that are provided to the called party, and (b) FIG. 2 clearly indicates that the entirety of the method described by Gibilisco et al relates to what happens in situations other than when a call is established to the called party. That is, when a call is actually established to the called party, step 25 indicates that the method terminates; i.e., "the process is terminated at step 25" (col. 3, line 65-66).

As for the col. 2, lines 21-34 passage, it clearly addresses the method "for completing a telephone call" (line 24), but there is no indication in this passage – or anywhere else – that the method addresses what happens when the telephone call is completed to the called number.

Applicant respectfully submits that the Gibilisco et al reference does not teach anything about what happens when, in response to a request from a calling party, a connection to the called party is, in fact, established. Stated in other words, the first clause of claim 1 is not taught by the reference.

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The Examiner further asserts that Gibilisco et al disclose "determining whether the connection is established to a messaging service," and the Examiner equates "messaging service" with the LIICA entity of the second clause of claim 1. In support of this assertion the Examiner points to FIG. 7 and to the passage in col. 7, lines 43-58. Respectfully, the Examiner's assertion is incorrect.

The relevant claim 1 clause states: "determining whether said connection is established to a LIICA entity," where the "said connection" phrase pertains to the established connection specified in the preceding clause; that is, to the established connection to the called number.

FIG. 7 and the associated cited passage, in contradistinction, pertain to subprocess W.6 (see col. 7, line 40), which is encountered in subprocess W.2 (see FIG. 3, and col. 4, line 24), which is the process that is executed in response to a determination that the called number is busy (see FIG. 2, decision block 30). Stated in other words, FIG. 7 and the associated cited passage do not deal with a determination as to what entity is encountered when a connection is established with the called number.

While the above analysis focuses on the circumstance under which the FIG. 7 process is executed, the same conclusion results when one peruses the text cited by the Examiner. Nowhere in that passage is there a reference to a determination that the call was established to a messaging service. Further, the messaging service that the passage discusses is the messaging service of the calling party (see col. 7, lines 43-45). It has nothing to do with a called number.

Thus, it is believed that the Examiner's citations fail to support the Examiner's assertion and, further, that the second clause of claim 1 is not taught by Gibilisco et al.

The Examiner also asserts that Gibilisco et al disclose "that the connection is established to a messaging service, presenting the calling party an offer to record store a message on a messaging platform." Unfortunately, this is not understood. If the Examiner meant to use the word "when" rather than the word "that" (the first word in the quote) then the statement would make sense (assuming that the phrase "record store" reads "record and store") --- although it would be incorrect.

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It is true that Gibilisco et al offer the calling party to record and store a message with a messaging service, but Gibilisco et al do not make this offer "when said step of determining concludes that said connection is established to a" messaging service, which is what claim 1 specifies (given the Examiner's equating of messaging service with LIICA entity. Hence, Gibilisco et al do not teach the third clause of claim 1.

To conclude, since Gibilisco et al teach none of the three clauses of claim 1, the conclusion that claim 1 is not anticipated by Gibilisco et al is inescapable.

Since claims 2-4, 6-9, 12, 13, and 17-19 are dependent on claim 1, it follows that these claims are also not anticipated by Gibilisco et al. Moreover, at least some of the dependent claims specify limitations that are not described or suggested by Gibilisco et al. To give just one example, claim 7 specifies that there are 2 messages that are provided by the calling party. One is a message that is stored in the messaging platform, and the other is the message that is provided to the LIICA entity. No such two-message arrangement is described or suggested by Gibilisco et al.

It is noted in passing that claim 17 depends on claim 15, claim 15 depends on claim 14, and neither of them has been rejected under 35 USC 102. It is respectfully submitted that it is not possible for claim 17 to be anticipated by a reference if the claim on which it depends is not anticipated by that same reference.

Claims 5 and 10 were rejected under 35 USC 103 as being unpatentable over Gibilisco et al in view of Yue et al, US Patent 5,937,050 and further in view of Eisdorfer et al US Patent 5,475,733. Applicant respectfully traverses.

Regarding claim 5, applicant respectfully points out that claim 5 is dependent on claim 1, and respectfully submits that the Yue et al and the Eisdorfer et al references do not provide that which is missing in claim 1. Therefore, claim 5 is not obvious in view of the combination of references.

Regarding claim 10, it depends on claim 7, and as indicated above, there is no teaching, or suggestion in Gibilisco et al for the claim 7 limitations. The Examiner asserts that the Eisdorfer et al platform "recognizes the nature of a messages stored ... in said messaging platform." Recognizing an "answer [that is given] and method of answer, e.g., voice or baudot or ASCII" (col. 7, lines 1-2 of Eisdorfer) is not the same as storing a

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message that identifies a nature of another message. Therefore, it is respectfully submitted that claim 10 is not obvious in view of the cited references.

It is noted that in order to make claim 10 clearer (and eliminate a slight ambiguity), claim 10 is amended to replace the phrase "identifies a nature of a" with phrase "characterizes the."

Claim 11 is rejected under 35 USC 103 as being unpatentable over Gibilisco et al in combination with Yue et al, Eisdorfer et al, and Freedman, US Patent 5,859,902.

Applicant respectfully traverses. Claim 11 is amended to make it comport with amended claim 10, on which it depends.

Because claim 11 depends on claim 10, it is respectfully submitted based on the above remarks that claim 11 is not obvious in view of the cited combination of references.

The Examiner asserts that the Freedman reference teaches requiring "a called party that retrieves a message stored in the switch to agree to pay a fee." It is respectfully submitted that this is not relevant to claim 11 because it specifies that the message in the LIICA entity informs of the message in the messaging platform, and more particularly, informs that to retrieve the message a fee will need to be paid.

Claims 14-16, 20 and 21 were rejected under 35 USC 103 as being unpatentable over Gibilisco et al in view of Freedman. Claim 21 is deleted herein, but as to claims 14-16 and 20, applicant respectfully traverses because all of these claims depend on claim 1.

In light of the above amendments and remarks, applicants respectfully submit that all of the Examiner's rejections have been overcome. Reconsideration and allowance are respectfully solicited.

Respectfully,
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Appendix – Marked Up Version showing Changes Made

IN THE CLAIMS:

1. **(Currently Amended)** A method for handling telecommunications calls comprising the steps of:
 - in response to a request from a calling party, establishing a special-services connection to a called number;
 - determining whether said connection is established to a LIICA entity;
 - when said step of determining concludes that said connection is established to a LIICA entity, presenting said calling party an offer to store a message on a messaging platform.

10. **(Amended)** The method of claim 7 where said message provided to said LIICA entity [identifies a nature of a] characterizes the message stored from said calling party in said messaging platform.

11. **(Amended)** The method of claim 10 where said message provided to said LIICA entity informs that [nature of from said calling party in] said messaging platform [is that of a call] has a message that requires a party that retrieves [a] said message stored in said messaging platform to agree to pay a fee.

Delete claim 22.